BHADRAVATI DIVISION.

SALE OF TIMBER.

Notification dated 28th December 1926.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Bhadravati Division, or any other Gazetted Officer deputed by him for the purpose, from 8-30 A.M. to 11 A.M., and 2 to 5 P.M. on the dates noted against each :—

Serial No.	Name of depot.	Description of timber	Date of sale	Remarks
		Teak		
1	Channagiri Depot ...	C.ft. 7,000	25th January 1927	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1927. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and

no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. MACHAIYA,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 21st December 1926.

Notice is hereby given that sealed tenders will be received at the office of the District Forest Officer, Chitaldrug District, up to 4 P.M. on the 15th January 1926, for the right to cut and remove marked Kamara timber in the current year's coupe of the Marikanve State Forest, Hiriyur Range.

Tenders must be accompanied by a deposit of Rs. 50 in currency notes as earnest money.

Covers containing the tender should be addressed to the District Forest Officer, Chitaldrug District, Chitaldrug, duly registered, insured and superscribed as below :—

"TENDER FOR THE COLLECTION AND REMOVAL OF KAMARA TIMBER."

Tenders received without the earnest money will be refused.

3. The successful tenderer will, within a week of the receipt of the intimation of the acceptance of the tender, execute an agreement to the District Forest Officer, accepting the terms specified below ; in default, the tender will be cancelled and the deposit forfeited to Government :—

(*a*) That he binds himself to fell and remove the timber he has purchased before the 15th June 1927.

(*b*) That trees shall be felled in consecutive order as they are marked. Picking and choosing will not be allowed.

In felling trees, care should be taken to fell so as not to cause damage to the surrounding growth.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot. He will not be bound, however, to remove such logs, as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the overdressing of logs shall be final and the purchaser should pay the amount for such wastage as calculated by the District Forest Officer.

(*d*) That only saws will be used for cutting up the logs into the required lengths and that, while he is permitted to remove whitewood, knots and flutes, he shall cause no unnecessary waste in dressing the logs. The District Forest Officer's opinion regarding the overdressing of logs shall be final and the purchaser should pay the amount for such wastage as calculated by the District Forest Officer.

(*e*) That he binds himself to pay for in advance the value of the minimum quantity of timber on the dates to be fixed by the District Forest Officer and remove all marketable portions of a tree either in logs, pieces or poles. He will not be eligible for any refund of advance, if the minimum quantity so fixed is not removed but any excess quantity should be paid for at auction sale rates.

(*f*) That the timber prepared out of each tree shall be measured and stamped by the Range Officer or such other officer, as the District Forest Officer may authorize, at the stump. Until the timber is marked at the stump, the timber shall not be removed.

(*g*) That he shall pay for all the timber measured as per clause (*f*) before removal from the forest or the Depot fixed by the District Forest Officer.

(*h*) That all removals should be effected under passports issued by the Forest Officer in charge of the Forest or Depot and on presentation of the treasury receipt for the value of the timber he intends to remove.

(*i*) That if any tree other than the one bearing the departmental stamp impression or a tree that he has not purchased felled, he will pay a fine not exceeding Rs. 15 for each tree.

(*j*) That the timber paid for, but not removed within six months of the termination of the contract, shall lapse to Government.

(*k*) That he agrees that such timber as may not be paid for before the 15th June 1927, shall lapse to Government.

(*l*) That he agrees to abide by the rules of the Department, as regards kindling of fires and holds himself responsible for any forest offences committed by his agents, employees and workmen.

(*m*) That he agrees to the cancellation of the contract and the forfeiture of his deposit for breach of any of the terms of the contract.

(*n*) That he agrees to maintain a register in the form prescribed by the District Forest Officer showing the serial number and kind of trees felled and the outturn of timber for each tree, which will be open to the examination of all Forest Officers.

S. VENKATAVARADIENGAR,
District Forest Officer.

TUMKUR DIVISION.

FORM OF ADVERTISEMENT.

Dated 25th December 1926.

Notice is hereby given that sealed tenders will be received at the office of the Executive Engineer, Tumkur Division, up to 28th January 1927, between 12 noon and 3 P.M., for constructing a New Tank near Tumbadi in Koratagere Sub-Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of December 1932.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Tumkur, between the hours of 11 A.M. and 5 P.M., on all days except Sundays and holidays.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer.

4. Each tender must be accompanied by a deposit of Rs. 3,000 in cash or Government Promissory Notes, as earnest money, and be superscribed "Tender for constructing a New Tank near Tumbadi in Koratagere Sub-Taluk" in default of which, tenders will be rejected.

5. The final acceptance of this tender will rest with the Government Engineer, who do not bind themselves to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond; in default of which, his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the notice board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. The rate should be noted both in figures and in words in the form without any corrections or addition under item of work.

10. No claim for any higher rate on any account will be entertained after the tender is accepted.

11. The contractor will be fined in terms of his bond for any short progress or delay.

12. By failure to show the stipulated progress monthly the tenderer will be liable for removal, fine and forfeiture of earnest money.

13. In matters of all disputes about rates, measurements, quality of work, etc., and in all disputes of any kind the decision of the Chief Engineer, will be final and legally binding.

Approximate quantites, etc.

No.	Description of work	Quantity	Rate
	Vide Statement attached.		

Approximate quantity of works for constructing Tumbadi Tank in Koratagere Sub-Taluk.

The tank site is situated about 2½ furlongs from 19th mile stone to the west of Tumkur-Bellary Road :—

No.	Items of work	Per	Quantity
	BUND AT R. L. 47·00.		
1	Clearing silt and sand for the seat of the bund	C.yds.	71,659
2	Earthwork to bund with lead, lift and consolidation ...	,,	2,51,742
3	Refilling earth from the quantity available from stuff taken ...	,,	17,915
4	Baling water	L.S.	
5	Turfing	S.yds.	16,514
6	New stone work	C.yds.	17,800
7	Gravel backing	,,	4,064
8	Benching rock	R.ft.	273
9	Burnt brick in surki mortar	C.ft.	1,412
10	Grade stones including cutting figures, painting and fixing on bed slabs.	No.	18
11	Index stones with bed slabs	,,	18
12	B. M. Stones including cutting figures, painiting and fixing on bed slabs.	,,	2
13	Gauge stone including cutting figures, painting and fixing on bed slabs.	,,	1
14	Register No. stone including cutting figures, painting and fixing on bed slabs.	,,	1
15	Date stone including cutting figures, painting and fixing on bed slabs.	,,	1
16	Inscription stone including cutting figures painting, etc., complete	,,	1
	SLUICE No. 1 AT R. L. 10·00.		
1	Burnt brick in surki mortar	C.ft.	22,208
2	Concrete in surki mortar	,,	5,267
3	Burnt stone slabs dressed 6" thick	S.ft.	1,495
4	Do 9" ,, ...	,,	251
5	Plastering with surki mortar	Sqr.	31·20
6	Cutting orifices, holes, etc.	L.S.	
7	Providing and fixing one shutter gear rod, etc.	L.S.	
8	,, Do two plugs with rod, etc.	L.S.	
9	Teakwood beam wrought and put up, complete	C.ft.	10·00
	SLUICE No. 2 AT R. L. 10·00.		
1	Filling in surki concrete	C.ft.	5,257
2	Burnt brick in surki mortar	,,	22,176
3	Burnt stone slabs dressed 6" thick	S.ft.	1,464
4	,, Do 9" ,, ...	,,	251
5	Plastering with surki mortar	Sqr.	31·20
6	Cutting orifices, holes, etc.	L.S.	
7	Providing and fixing one shutter, gear rod, etc.	L.S.	
8	,, Do two plugs with chain, etc.	L.S.	
9	Teakwood beam wrought and put up, complete	C.ft.	10·00
	WASTE WEIR.		
1	Blastering rock	C.yd.	2,508
2	Burnt brick in surki mortar	C.ft.	312
3	Burnt stone slabs dressed 3" thick	S.ft.	19
4	Plastering with chunam	Sqr.	1·89
	DISTRIBUTION.		
1	Opening out irrigation channel constructing aquaduct, road, bridges, etc.	L.S.	